ARBITRATION NO. #111

ARBITRATOR'S DECISION

***

Grievance No. 9-C-23

***

Between

INLAND STEEL COMPANY

and

UNITED STEELWORKERS OF AMERICA

***

Before

Merle D. Schmid, Arbitrator

March 12, 1954

INDUSTRIAL MANAGEMENT ENGINEERS
Consulting Engineers
111 West Jackson Boulevard
Chicago 4, Illinois

DECISION OF THE ARBITRATOR

Before: Merle D. Schmid

Inland Steel Company	)	
	)	
and	)	Grievance No. 9-C-23
	)	
United Steelworkers of America, Local 1010	)	
	)	

The Question Before The Arbitrator

The question to be decided by the Arbitrator is whether or not Grievance No. 9-C-23, filed July 26, 1951, and now before the Arbitrator is an arbitratable grievance.

Article V, Section 7 of the Collective Bargaining Agreement between the parties excludes certain subject matter from being made the basis of grievance and filed or processed during the life of the agreement. It was specifically indicated to the Arbitrator (i,e, in the joint letter to him dated Feb. 16, 1954, and signed by Herbert Lieberum and J. B. Jeneske, and during the arbitration Hearing-see line 17 page 3, line 3, page 43, line 21 page 50, and line 4, page 65, of the transcript) that the question to be decided by this arbitration is whether or not Grievance No. 9-C-23 is a type of grievance that is arbitratable under Article V, Section 7, of the Collective Bargaining Agreement.

Interpretation of Article V, Section 7, of the Agreement dated Dec. 1, 1950.

Article V, Section 7 of the agreement reads as follows: (Note: the separation into two paragraphs and the insertion of a) and b) was done by the Arbitrator to make references easier in the analysis below)

> a) No basis shall exist for an employee, whether paid on an incentive or non-incentive basis, to allege that a wage rate inequity exists, and no grievance on behalf of an employee alleging a Wage Rate Inequity shall be filed or processed during the life of this agreement.

b) This does not preclude an employee from filing a grievance alleging that he is performing and meeting the requirements of a given job class but is not receiving the established rate for that job class.

The second sentence of Article V, Section 7 (see-b) was considered in great detail by both the Company and the Union. Both parties put much emphasis on the use of the word "class" twice in this sentence.

The Company contended (see pages 31 - 36 of the transcript) that the word "class" really was an abbreviation of the word "classification," and pointed out that this section has always been interpretated as meaning"...duties of a given job "or "...duties of a given job classification."

The Company further pointed out that in the July 30, 1952, agreement between the parties the word "class" was dropped from this section by mutual consent in order to clarify the meaning.

The Union contended that since this grievance (No. 9-C-23) is being arbitrated under the Dec. 1, 1950, agreement, the word "class" in Article V, Section 7 is of great significance, the Union would make the following case to the Arbitrator:

1. Article V, Section 7 of the Dec. 1, 1950, agreement provides the basis for an employee to file a grievance that a job on which he is working makes it necessary for him to have Job Prerequisites, endure job conditions and accept Job Responsibilities to a level and a degree that he is actually performing a "Job" that is in a "job class" higher than the "job class" for which he is being paid.

2. Since, in the opinion of the Union, the experience factor of the Roll Turner should be 60 months, instead of 48 months as classified, the experience factor should be raised from 16 to 20 points and thus reflect (in their opinion) the true total of the job requirements placed on the worker by this job.

3. By raising the experience factor from 16 to 20 points the job of Roll Turner would be placed into what they feel is the proper "job class" for the "job" that the Roll Turner is doing.

Opinion of the Arbitrator as to the interpretation of the 2nd sentence (b) above, Article V, Section 7 of the Dec. 1, 1950, Agreement between the parties.

The Arbitrator believes, and so rules that the second sentence, Article V, Section 7 of the Dec. 1, agreement between the parties, to wit:

> b) This does not preclude an employee from filing a grievance alleging that he is performing and meeting the requirements of a given job class but is not receiving the established rate for that job class.

In no way authorizes or makes possible the filing, of a grievance alleging that a wage inequity exists other than, or in addition to, that provided by Article V, Section 6, to wit:

> c) The Job description and classification for each job as agreed upon under the provisions of the afore-said Wage Rate Inequity Agreement, shall continue in effect unless (1) the Company changes the job content (requirements of the job as to training, skill, responsibility, effort or working conditions) so as to change the classification of such job under the Standard Base Rate Wage Scale set forth in the aforesaid Wage Rate Ineqiuty Agreement..."

If the Arbitrator were to rule otherwise and agree with the case presented by the Union (see points 1, 2 and 3 page 2 above) he would be ruling outside his authority* and contrary to the content and the spirit of the Wage Rate Inequity Agreement of June 30, 1947 and the supplements to that agreement.**

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*Article V, Section 9"...Such arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the provisions of this agreement, and he shall have no power to add to, detract from, or alter in any way provisions of this agreement."

**Article V, Section 10" It is further agreed between the parties that all of the terms and conditions of the Wage Rate Inequity Agreement, dated June 30, 1947, between the parties shall be continued in full force and effect until midnight of July 15, 1950..."

Interpretation of the First Sentence, Article V, Section 7 of the Agreement dated Dec. 1, 1950.

Both the Company and the Union attached considerable significance to this sentence:

> a) No basis shall exist for an employee, whether paid on an incentive or non-incentive basis, to allege that a wage rate inequity exists, and no grievance on behalf of an employee alleging a wage rate inequity shall be filed or processed during the life of this agreement.

The Company contended that this part of Article 5, Section 7, together with Article 5, Section 10* definitely precludes any grievance such as grievance 9-C-23 being filed and arbitrated.

The Union contended since no copy of the classification for the Job of Roll Turner (71-0202) was ever signed by the Union, that this fact made the Job of Roll Turner an exception and at least in this case the first sentence of Article V, Section 7 did not apply.

History and Facts of the Case

The National War Labor Board issued a directive order on Nov. 25, 1944--Case No. 111-1230-D (14-1 et al). In part this directed the Company and Union to classify all jobs within the bargaining unit to the end that equitable base rate relationships between jobs be established, and all intra-plant wage rate inequities are eliminated.

The parties proceeded as directed and on June 30, 1947, concluded and signed the Wage Rate Inequity Agreement establishing the techniques for classifying jobs and eliminating intra-plant inequities. A supplement to this agreement covering mechanical and maintenance occupations was concluded and signed August 4, 1949.

In an effort to finally conclude the Wage Rate Inequity Program the parties signed a memorandum of agreement on November 26, 1949 which stated in part:

(Sect. A-1, 2)

*Ibid

1. The Union agrees that all but one-hundred and ninety-nine (199) occupational classifications have been approved by its committee and all of such classifications except those referred to, shall be signed by proper Union authority and returned to the Company within ten (10) days from the date of this Agreement.

2. The Company agrees to review the one-hundred and ninety-nine (199) above occupations with a representative of the Union in an attempt to reach agreement. The parties agree that this review is to begin on Tuesday, November 29, 1949, and that all occupations of the one-hundred and ninety-nine (199) upon which agreement and approval by signature has not been reached by December 2, 1949, shall be submitted to arbitration in accord with paragraph 3 below.

At a preliminary meeting of the Union, Company, and the Arbitrator* at 10:00 A.M. on Dec. 2, 1949, it was pointed out that meetings had been held between the parties and that the number of jobs in dispute had been reduced from 199 to 106. It was agreed at this meeting to extend the deadline from Dec. 2, to Dec. 16, 1949, during which time the Company and the Union would try to further reduce the number of jobs in dispute.

The memorandum of agreement of Nov. 26, 1949, between the parties also stated (Sect. A-3-a)

> The Parties shall at their respective options make written presentation of facts and arguments relative to each of the disputed occupations. Occupations to which no written specific objections have been stated and presented to the Arbitrator by December 16, 1949, shall be considered as approved by the Union, and all such classifications shall be signed by proper Union authority and returned to the Company by December 20, 1949.

At the meeting held at 2:00 P.M. on Dec. 16, 1949 the Union submitted to the Arbitrator sixty-one (61) written briefs covering and objecting to 68 different occupations.

*See---Arbitration for the final conclusion of the Wage Inequity Program between Inland Steel Company and Local 1010, United Steelworkers of America (C.I.O.) before Merle D. Schmid, Arbitrator Aug. 15, 1950.

These 68 occupations, therefore, were the only jobs in the bargaining unit not considered approved by the Union under the terms of the Wage Rate Inequity Agreement of June 30, 1947, the Mechanical and Maintenance of Aug. 4, 1949, and the memorandum of agreement of November 26, 1949.

The Arbitration finally concluded Aug. 15, 1950* together with the Wage Rate Inequity Agreement of June 30, 1947, and the Mechanical and Maintenance Agreement of Aug. 4, 1949, eliminated, at least in both the legal and contractual sence, all intra-plant wage rate inequities at Inland Steel Co. If there is still any doubt in the minds of the Company or the Union, this Arbitrator reaffirms this point and rules as follows:

> As long as the Agreement between the parties dated Dec. 1, 1950, remained in effect and so long as the Agreement between the parties dated July 30, 1952, remains in effect no basis shall exist for an employee, whether paid on an incentive or non-incentive basis, to allege that a wage rate inequity exists, on his or any other job in the bargaining unit unless he at the same time also alleges changes in job content subsequent to Aug. 15, 1950, and no grievance on behalf of an employee alleging a wage rate inequity shall be filed or processed.

Arbitrator's Opinion as to the approval by the Union of Job Classifications

The above ruling by the Arbitrator definitely and unequivocally affirms that the Union has approved both the Job description and the Job Classification of all jobs within the bargaining unit under the terms of the memorandum of agreement dated Nov. 26, 1949.

The mere fact that a paper form representing the job classification of a job was never signed by an authorized agent of the Union according to the last part of Section A-3-a of the memorandum of agreement dated Nov. 26, 1949,

> ...and all such classification shall be signed by proper Union authority and returned to the Company by Dec. 20, 1949.

in no way cancels or obviates the first half of that sentence

> Occupations to which no written specific objections have been stated and presented to the Arbitrator by December 16, 1949, shall be considered as approved by the Union,

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*ibid

Since the Job of Roll Turner (the subject of Grievance 9-C-23) was not one of the 68 jobs submitted to arbitration on Dec. 16, 1949, (see page 5 above) and since a copy of this classification signed prior to Dec. 16, 1949, by a proper Union authority cannot be found, there is no doubt that this job, along with an undisclosed number of other jobs were approved by the Union under the terms of Section A-3-a of the memorandum of agreement of November 26, 1949.

This Arbitrator, therefore, can find no basis in reasoning why the job of Roll Turner (71-0202) should not be, and in fact is not, approved by the Union, even though the Union may not have completed the mechanics of signing and returning to the Company a copy of this job classification under the terms of the last part of the second sentence in Section A-3-a of the memorandum of agreement of November 26, 1949. (see above).

C O N C L U S I O N

This Arbitrator finds that Grievance No. 9-C-23 is not an arbitratable grievance according to Article V, Section 7 of the Collective Bargaining Agreement between the parties dated Dec. 1, 1950. He therefore rules in favor of the Company and against the Union in this case.